

Amendment to Agreement

THIS AMENDMENT, (hereinafter "Amendment") is made and entered into this day _____ of _____, 2009 by and between Shelby County Government (hereinafter "County") and Casto Information Management Systems, Inc. (hereinafter "CIMS").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated March 16, 2004, for maintenance on the Document Management System.

WHEREAS, the Agreement has previously been amended by the parties by written instrument on July 22, 2005, and July 12, 2006.

WHEREAS, the parties now desire to enter in to this Amendment to amend the Agreement for maintenance on the Document Management System.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning July 1, 2009 until June 30, 2010
2. The total cost for this renewal period shall not exceed One Hundred Seventy Thousand Five Hundred Thirty Seven and 80/100 (\$170,537.80) Dollars payable in accordance with the terms of the Agreement.
3. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2009-2010 Operating Budget and/or the appropriate future year's Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.
4. The terms and conditions of the original Agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the ____ day of _____, 2009.

**APPROVED AS TO FORM
AND LEGALITY:**

Contract Administrator
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

A C Wharton, Jr., Mayor

Casto Information Management Systems, Inc.

By: _____

Title: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriated Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainer, a corporation, and that he as such _____, executed foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2009.

Notary Public

My Commission Expires: _____